

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement (TL)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
New HB Acquisition, LLC		04/09/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 82			
Property Type	Number	Word Mark	
Registration Number:	0728631	LI'L ANGELS	
Registration Number:	1001315	ZINGERS	
Registration Number:	1011655		
Registration Number:	1040186	TWINKIE THE KID	
Registration Number:	1091513	CHOCODILES	
Registration Number:	1129357	DONETTES	
Registration Number:	1226097	FRESHNESS YOU CAN TASTE	
Registration Number:	1230142	DOLLY MADISON DONUT GEMS	
Registration Number:	1236605	DOLLY MADISON	
Registration Number:	0126368	HOSTESS	
Registration Number:	1306267	CREME BOATS	
Registration Number:	1394261	DANISH ROLLERS	
Registration Number:	1420306	SWEET 16	
Registration Number:	1456719	DOLLY MADISON BAKERY	

TRADEMARK

Registration Number:	1456720	DOLLY MADISON BAKERY
Registration Number:	1465728	WE'RE ALWAYS BAKING SOMETHING GOOD
Registration Number:	1550391	HOSTESS
Registration Number:	1693366	BROWNIE BITES
Registration Number:	1717159	CINNAMINIS
Registration Number:	1753359	CHOCO-LICIOUS
Registration Number:	1768188	HOSTESS HOPPER'S
Registration Number:	1776008	HOSTESS
Registration Number:	1783576	LI'L ANGELS
Registration Number:	1803873	HOSTESS BASEBALLS
Registration Number:	1809398	SWEET SIXTEEN
Registration Number:	1890064	HOSTESS
Registration Number:	1946107	HOSTESS KOOKIES
Registration Number:	1946109	HOSTESS KOOKIES
Registration Number:	2075568	HOSTESS - NOW THAT'S THE STUFF!
Registration Number:	2128257	HOSTESS TIGER TAILS
Registration Number:	2143589	HO HO HO'S
Registration Number:	2170319	HOSTESS SNO BALLS
Registration Number:	2244916	HOSTESS LUCKY PUFFS
Registration Number:	2265139	DING DONGS
Registration Number:	2316836	SNO BALLS
Registration Number:	2641675	AMERICA'S FAVORITE SNACK CAKES
Registration Number:	2970681	DONUT BITES
Registration Number:	2976317	SNACK ZONE
Registration Number:	2983649	GLO BALLS
Registration Number:	3051954	SNACK ZONE
Registration Number:	3244132	LAS DELICIAS DE HOSTESS
Registration Number:	3260896	HOSTESS
Registration Number:	3305775	HO HOS
Registration Number:	3305799	BASEBALLS
Registration Number:	3331770	DOLLY MADISON BAKERY
Registration Number:	3368106	DOLLY DOLLY MADISON BAKERY
Registration Number:	3398276	DOLLY
Registration Number:	3421900	HOSTESS 100 CALORIE PACKS
Registration Number:	3462176	3 CAKES. 100 CALORIES. REAL SATISFACTION

TRADEMARK

REEL: 005006 FRAME: 0818

	3488527	DONUT GEMS
Registration Number:	3628124	PECAN ROLLERS
Registration Number:	3634170	TWINKIE BITES
Registration Number:	3641107	
Registration Number:	3845944	THE TASTE THAT SATISFIES!
Registration Number:	3869348	THE ORIGINAL SQUIGGLE
Registration Number:	3979590	SMARTBAKES
Registration Number:	4023022	HO HOS
Registration Number:	4023024	ZINGERS
Registration Number:	4007060	CAPTAIN CUPCAKE
Registration Number:	4010143	CAPTAIN
Registration Number:	4016211	HOSTESS
Registration Number:	4016212	TWINKIES
Registration Number:	4016213	DING DONGS
Registration Number:	4016214	SUZY Q'S
Registration Number:	4016239	
Registration Number:	4079526	HOSTESS DIRECT
Registration Number:	4099530	CAPTAIN CUPCAKE
Registration Number:	4206325	CAPTAIN
Registration Number:	0717273	TWINKIES
Registration Number:	0732788	HOSTESS
Registration Number:	0738321	SUZY Q'S
Registration Number:	0740293	HOSTESS
Registration Number:	0845555	MICKEY
Registration Number:	0862477	HO HOS
Registration Number:	0965218	
Serial Number:	85570302	SNACKISODES
Serial Number:	85627497	SNACKSTAR
Serial Number:	85627507	SNACKSTAR
Serial Number:	85627515	EXTREME CREME
Serial Number:	85716331	TWINKIES
Serial Number:	85716469	HOSTESS
Serial Number:	85725776	HOSTESS SHUFFLE

CORRESPONDENCE DATA

TRADEMARK
REEL: 005006 FRAME: 0819

Fax Number: 8004947512

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 2023704761

Email: tfahey@nationalcorp.com

Correspondent Name: Thomas Fahey

Address Line 1: 1100 G Street NW, Suite 420

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:

F144311

NAME OF SUBMITTER:

Karen S. Cottrell/

Signature:

/Karen S. Cottrell/

Date:

04/15/2013

Total Attachments: 9

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Trademark Security Agreement (Term Loan Facility)

TRADEMARK SECURITY AGREEMENT (TERM LOAN FACILITY) dated as of April 9, 2013 (this "Agreement"), made by New HB Acquisition, LLC, a Delaware limited liability company (the "Pledgor"), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement dated as of April 9, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among HB Holdings, LLC, New HB Acquisition, LLC (the "Borrower"), HB Holdings (RE), LLC, New HB Acquisition (RE), LLC (the "RE Borrower") and, together with the Borrower, the "Co-Borrowers"), and each subsidiary of the Co-Borrowers identified therein and Credit Suisse AG, Cayman Islands Branch, as collateral agent (together with its successors and assigns in such capacity, the "Collateral Agent") for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. ***Terms.*** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. ***Grant of Security Interest.*** As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, grant and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Pledgor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the "IP Collateral"):

all Trademarks of the United States of America, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act.

SECTION 3. ***Collateral Agreement.*** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this

Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. *Counterparts*. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law*. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

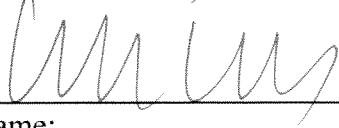
NEW HB ACQUISITION, LLC

By: 

Name: Michael Cramer

Title: Vice President, Secretary and
Treasurer

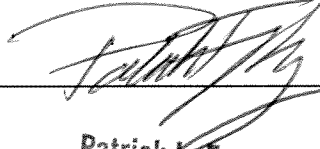
CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as Collateral Agent

By: _____

Name:

Title:

ROBERT HETU
MANAGING DIRECTOR

By: _____

Name:




Title:





Patrick L. Freytag
Associate





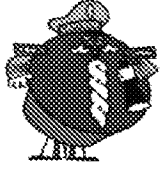
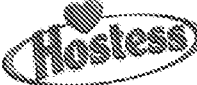
Schedule I
to Trademark Security Agreement (Term Loan Facility)






Trademarks Owned by New HB Acquisition, LLC


U.S. Trademark Registrations

Mark	Registration Number	Registration Date
L'IL ANGELS	0728631	13-Mar-1962
ZINGERS	1001315	07-Jan-1975
DESIGN (MAGICIAN-FRUIT PIE)	1011655	27-May-1975
		
TWINKIE THE KID & DESIGN	1040186	25-May-1976
		
CHOCO-DILES	1091513	16-May-1978
DONETTES	1129357	15-Jan-1980
FRESHNESS YOU CAN TASTE	1226097	01-Feb-1983
DOLLY MADISON DONUT GEMS	1230142	08-Mar-1983
DOLLY MADISON & DESIGN	1236605	03-May-1983
		
HOSTESS	0126368	19-Aug-1919
CRÈME BOATS	1306267	20-Nov-1984
DANISH ROLLERS	1394261	20-May-1986
SWEET 16	1420306	09-Dec-1986
DOLLY MADISON BAKERY & DESIGN	1456719	08-Sep-1987
		
DOLLY MADISON BAKERY	1456720	08-Sep-1987
WE'RE ALWAYS BAKING SOMETHING GOOD	1465728	17-Nov-1987
HOSTESS & HEART DESIGN	1550391	01-Aug-1989
		
BROWNIE BITES	1693366	09-Jun-1992
CINNAMINIS	1717159	15-Sep-1992
CHOCO-LICIOUS	1753359	16-Feb-1993

Mark	Registration Number	Registration Date
HOSTESS HOPPER'S & DESIGN 	1768188	27-Apr-1993
HOSTESS & HEART AND SUN DESIGN 	1776008	08-Jun-1993
LI'L ANGELS (STYLIZED) 	1783576	20-Jul-1993
HOSTESS BASEBALLS & DESIGN 	1803873	09-Nov-1993
SWEET SIXTEEN	1809398	07-Dec-1993
HOSTESS & HEART DESIGN 	1890064	18-Apr-1995
HOSTESS KOOKIES & DESIGN 	1946107	02-Jan-1996
HOSTESS KOOKIES & DESIGN (CHOCOLATE CHIP) 	1946109	02-Jan-1996
HOSTESS NOW THAT'S THE STUFF!	2075568	01-Jul-1997
HOSTESS TIGER TAILS	2128257	13-Jan-1998
HO HO HO'S	2143589	10-Mar-1998
HOSTESS SNO BALLS	2170319	30-Jun-1998
HOSTESS LUCKY PUFFS	2244916	11-May-1999
DING DONGS	2265139	27-Jul-1999
SNO BALLS	2316836	08-Feb-2000
AMERICA'S FAVORITE SNACK CAKES	2641675	29-Oct-2002
DONUT BITES	2970681	19-Jul-2005
SNACK ZONE	2976317	26-Jul-2005

Mark	Registration Number	Registration Date
GLO BALLS	2983649	09-Aug-2005
SNACK ZONE	3051954	31-Jan-2006
LAS DELICIAS DE HOSTESS	3244132	22-May-2007
HOSTESS and Design 	3260896	10-Jul-2007
HO HOS	3305775	09-Oct-2007
BASEBALLS	3305799	09-Oct-2007
DOLLY MADISON BAKERY	3331770	06-Nov-2007
DOLLY DOLLY MADISON BAKERY and Design 	3368106	15-Jan-2008
DOLLY	3398276	18-Mar-2008
HOSTESS 100 CALORIE PACKS and Design 	3421900	06-May-2008
3 cakes. 100 calories. Real satisfaction.	3462176	08-Jul-2008
DONUT GEMS	3488527	19-Aug-2008
PECAN ROLLERS	3628124	26-May-2009
TWINKIE BITES	3634170	09-Jun-2009
	3641107	16-Jun-2009
THE TASTE THAT SATISFIES!	3845944	07-Sep-2010
THE ORIGINAL SQUIGGLE	3869348	02-Nov-2010
SMARTBAKES	3979590	14-Jun-2011
HO HOS	4,023,022	06-Sep-2011
ZINGERS	4,023,024	06-Sep-2011
CAPTAIN CUPCAKE (Word Mark)	4007060	02-Aug-2011
CAPTAIN and Design (CAPTAIN CUPCAKE Character) 	4010143	09-Aug-2011
HOSTESS & HEART DESIGN 	4016211	23-Aug-2011
TWINKIES	4016212	23-Aug-2011

Mark	Registration Number	Registration Date
DING DONGS	4016213	23-Aug-2011
SUZY Q'S	4016214	23-Aug-2011
	4016239	23-Aug-2011
HOSTESS DIRECT	4079526	03-Jan-2012
CAPTAIN CUPCAKE	4099530	14-Feb-2012
CAPTAIN and Design (CAPTAIN CUPCAKE Character)	4206325	11-Sep-2012
		
TWINKIES	0717273	20-Jun-1961
HOSTESS	0732788	12-Jun-1962
SUZY QS	0738321	25-Sep-1962
HOSTESS	0740293	06-Nov-1962
MICKEY	0845555	05-Mar-1968
HO HOS & DESIGN	0862477	24-Dec-1968
		
DESIGN (HEART IN HOUSE)	0965218	31-Jul-1973
		
SNACKISODES	Pending Application No. 85/570302	Application Date 15-Mar-2012
SNACKSTAR	Pending Application No. 85/627497	Application Date 16-May-2012
SNACKSTAR and Design	Pending Application No. 85/627507	Application Date 16-May-2012
		

Mark	Registration Number	Registration Date
EXTREME I and Design 	Pending Application No. 85/627515	Application Date 16-May-2012
TWINKIES	Pending Application No. 85/716331	Application Date 29-Aug-2012
HOSTESS & Design	Pending Application No. 85/716469	Application Date 29-Aug-2012
HOSTESS SHUFFLE	Pending Application No. 85/725776	Application Date 11-Sep-2012

U.S. Trademark Applications

None.